

# IT Professional Technical Services

## SITE Program

T#:14ATM

**Request for Offers (RFO)**

**For Technology Services**

**Issued By**

**Office of MN.IT Services @ Department of Public Safety**

**Project Title: MNLARS Annual Audit and Review**

**Category: Program/Project Management**

### **Business Need**

The MNLARS system will replace the current driver's license and motor vehicle systems at Driver and Vehicle Services (DVS). The new system being developed is an integrated motor vehicle and driver's license solution and provides related implementation, support and maintenance services.

The selected vendor will conduct formal, Annual Project Audits as required by statute. The selected vendor will review and identify the current health and prognosis for success of the MNLARS Project. In addition to the Annual Project Audit, the vendor will meet with MNLARS management on a quarterly basis to review progress, milestones and recommendations. This will help keep the project focused and measured against its plans.

A project audit is a structured, independent measurement, assessing whether an agency project and its associated activities comply with organizational policies, processes and procedures. As a result, this audit will allow the program directors, project sponsor and project team a view into the active assignment, evaluating current results and pinpointing areas of improvement necessary to successfully complete the project.

### **Project Deliverables**

#### **Annual Audit**

**For purposes of this solicitation "Auditor" refers to the person or persons performing the work. The vendor may propose an individual or a team of people to best meet the requirements of the program.**

#### **Data collection**

Beginning with the State of Minnesota's Project Audit Checklist (see attachment), which identifies the scope of this audit, the Auditor will conduct a review and analysis of the relevant project documentation. The previous audit will be available to the selected vendor. The Auditor may prefer to

use an alternative, established audit checklist. In that case the State must first review and approve such a substitute checklist.

The Auditor will conduct one-on-one interviews and group meetings with project staff, stakeholders and contractors for the Annual Project Audit.

One-on-one interviews, focus groups, document review and other data collection may be done to complete the quarterly review. Project Leadership will also provide any updates to the vendor.

The Auditor will explore and analyze relevant project correspondence and deliverables.

Deliverable: Auditor's notes appended to each appropriate section of the State's Audit Checklist and any notes for areas beyond the checklist topics.

### **Draft findings and recommendations**

Auditor will create a written report of findings, recommendations and a description of the process used. Auditor will document the data and rationale for the audit findings.

Deliverable: Auditor will provide a draft of the audit report.

Deliverable: Auditor will meet with Project Leadership to review, discuss, understand and deal with any questions on the draft report.

### **Final report**

The vendor shall finalize the report with any changes agreed to with Project Leadership.

Deliverable: Auditor shall formally transmit the report to Project Leadership.

### **Presentation**

The Auditor shall prepare and deliver a PowerPoint presentation of the report findings and recommendations for Project Leadership and staff.

## **Quarterly Reviews**

### **Data Review**

Review progress on goals and recommendations during the quarter. In addition to information provided to the auditor by Project Leadership, the auditor may do additional research and data collection to complete the review.

### **Presentation of findings**

Deliverable: Auditor will draft a written summary of the review.

Deliverable: Auditor will meet with Project Leadership to review the quarterly findings and make any additional recommendations.

Deliverable: Auditor will finalize written summary and submit it to Project Leadership.

## Project Environment

- There are currently about 50 people working on the project – a combination of business and technical people and a combination of state staff and consultants.
- The expectation is that the annual audit will take between 400 and 600 hours.
- The expectation is that the quarterly review will take less than 80 hours.
- Project duration is expected to run through December of 2017, although could be shorter in duration.

## Required Skills (to be scored as pass/fail)

- \* Candidate(s) must have 5 years of experience working on Enterprise IT projects or programs
- \* Candidate(s) must have PMP and/or PgMP or equivalent certification
- \* Candidate(s) must have 2 years of experience conducting IT project audits, preferably in multiple engagements.
- \* Candidate(s) must have one year of experience working in an Agile environment

## Desired Skills

- \* Experience with projects moving into an Agile process
- \* Experience performing IT project audits for state government agencies
- \* Experience performing IT project audits on iterative/incremental development projects

## Process Schedule

Deadline for Questions	04/29/2015, 2:00PM
Anticipated Posted Response to Questions	04/30/2015, 2:00PM
Proposals due	05/04/2015, 2:00PM
Anticipated proposal evaluation begins	05/05/2015
Anticipated proposal evaluation & decision	05/27/2015

## Questions

Any questions regarding this Request for Offers should be submitted via e-mail according to the date and time listed in the process schedule to:

Name: Joyce Simon  
Organization: MN.IT @ DPS  
Email Address: [joyce.simon@state.mn.us](mailto:joyce.simon@state.mn.us)

Please include in subject line: Questions for audit RFO

Questions and answers will be posted via an addendum to the RFO on the Office of MN.IT Services website (<http://mn.gov/buyit/14atm/rfo/active.html>) according to the process schedule above.

Other persons ARE NOT authorized to discuss this RFO or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

The STATE reserves the right to determine if further information is needed to better understand the information presented.

## RFO Evaluation Process

All responses received by the due date and time will be reviewed by the State. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State reserves the right, based on the scores of the proposals, to interview a short-listing of candidates who have received the highest scores. In the event interviews are conducted, the State reserves the right to adjust the scores given to the written submissions based on additional information derived during the interview process.

The state reserves the right to seek best and final offers from one or more responders. A 100-point scale will be used to create the final evaluation recommendation.

**This Request for Offers does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Organization reserves the right to reject any and all proposals.**

- Resource qualifications – 40%
- Experience conducting audits – 20%
- Experience working with government programs – 10%
- Cost – 30%

**This Request for Offers does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Organization reserves the right to reject any and all proposals.**

## Submission Format

The proposal should be assembled as follows:

### 1. Cover Page

Vendor Name  
Vendor Address  
Vendor City, State, Zip  
Contact Name for Vendor  
Contact's direct phone/cell phone (if applicable)  
Contact's email  
Resource(s) Name being submitted

### 2. Overall Experience:

1. Provide narrative, including companies and contacts where your resource has demonstrated the required skills as previously noted. If pass/fail requirements are not met, the State reserves the right to discontinue further scoring of the proposal.
2. Points will also be awarded based on the desired skills noted above. Provide one paragraph which highlights the resource's desired skills noted above.
3. Attach a resume(s) for proposed resource(s) in addition to the narrative description. Be certain the resume has dates of work and notes whether the resource was an employee or consultant.
4. Also include the name of two references who can speak to the resources work on a similar project. Include the company name and address, reference name, reference email, reference phone number and a brief description of the project this resource completed.

5. Provide a timeline/timeframe for conducting the annual audit and quarterly reviews.
6. Cost detail. List each candidate being presented with their hourly rate. One cost sheet per company submitted as detailed below in a separate file marked. Naming convention for Cost Sheet – 'company name'\_Cost Proposal.

**3. Conflict of interest statement as it relates to this project**

**4. Additional Statement and forms:**

**required forms to be returned or additional provisions that must be included in proposal**

1. Affirmative Action Certificate of Compliance (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/affaction.doc>
2. Equal Pay Certificate Form (if proposals exceeds \$500,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/equalpaycertificate.doc>
3. Affidavit of non-collusion <http://www.mmd.admin.state.mn.us/doc/noncollusion-2.doc>
4. Certification Regarding Lobbying (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
5. Veteran-Owned/Service Disabled Veteran-Owned Preference Form (if applicable) <http://www.mmd.admin.state.mn.us/doc/vetpref.doc>
6. Resident Vendor Form (if applicable) <http://www.mmd.admin.state.mn.us/doc/residentvendorform.doc>

## **Proposal Submission Instructions**

- Response Information:  
Proposals should be sent to Joyce Simon via email at [joyce.simon@state.mn.us](mailto:joyce.simon@state.mn.us) and cc [debra.a.johnson@state.mn.us](mailto:debra.a.johnson@state.mn.us). In the subject line of your email write MNLARS Audit Proposal.
- Submissions are due according to the process schedule previously listed.
- **A copy of the response must also be sent to [MNIT.SITE@state.mn.us](mailto:MNIT.SITE@state.mn.us) for vendor performance tracking.**
- **You must submit an email with your response or email notification that you will not respond to [MNIT.SITE@state.mn.us](mailto:MNIT.SITE@state.mn.us). Failure to do either of these tasks will count against your program activity and may result in removal from the program.**

# General Requirements

## Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

## Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

## Disposition of Responses

All materials submitted in response to this RFO will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFO that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFO, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

## Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division

("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

## **IT Accessibility Standards**

All documents and other work products delivered by the vendor must be accessible in order to conform with the State Accessibility Standard. Information about the Standard can be found at:

<http://mn.gov/oet/programs/policies/accessibility/>.

## **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

## **Veteran-Owned Preference**

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by veterans**.

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation**. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

## **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

**Work Force Certification**

For all contracts estimated to be in excess of \$100,000, responders are required to complete the Affirmative Action Certificate of Compliance and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

**Equal Pay Certification**

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).